

the Protocol shall lead to an equivalent reduction of the financial compensation to be paid by the Community.

#### *Article 12*

Nothing in this Agreement shall affect or prejudice in any manner the view of either Party with respect to any matter relating to the Law of the Sea.

#### *Article 13*

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of the People's Republic of Mozambique.

#### *Article 14*

The Annex and the Protocol shall form an integral part of this Agreement, and a reference to this Agreement shall also constitute a reference to the Annex and Protocol.

#### *Article 15*

This Agreement shall be concluded for an initial period of five years from the date of its entry into force. Unless one of the Parties denounces it by giving notice to that effect six months before the date of expiry of the five-year period, it shall remain in force for further periods of two years unless denounced by notice given at least three months before the date of expiry of each such two-year period.

At the end of the five-year period, and thereafter at the end of each two-year period, and at the end of the duration of the first protocol the Contracting Parties shall enter into negotiations to determine by common agreement what amendments or additions to the Annex or Protocol are required. In the event of a Contracting Party giving notice denouncing the Agreement, the contracting Parties shall enter into negotiations.

#### *Article 16*

This Agreement, drawn up in duplicate in the Danish, Dutch, English, French, German, Greek, Italian, Portuguese, and Spanish languages, each of these texts being equally authentic, shall enter into force on the date of its signature.

## PROTOCOL

### **establishing the fishing rights and contributions provided for in the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fisheries relations**

#### *Article 1*

From 1 January 1987, for a period of three years, the limits referred to in Article 2 of the Agreement shall be as follows:

1. Shrimp vessels fishing exclusively on deep-water shrimps: 1 100 grt per month on a yearly average,
2. Shrimp vessels fishing on shallow-water and deep-water shrimps: 3 700 grt per month on a yearly average.

The quantities to be fished by Community vessels in 1987 may not exceed 1 000 tonnes of deep-water shrimps and 1 500 tonnes of shallow-water shrimps. These quantitative limits will be reviewed, for each of the following years, by the Joint Committee referred to in Article 10 of the Agreement. Shrimp tails weight retained on board are converted into whole weight by applying the coefficient 1,67.

3. Pending the availability of more extensive knowledge in respect of tuna resources and without prejudice for future arrangements, 40 ocean-going freezer tuna boats are allowed to fish simultaneously.

#### *Article 2*

1. The financial compensation referred to in Article 8 of the Agreement for the period referred to in Article 1, is fixed at 6 900 000 ECU, payable in three annual instalments.

2. If during the period of application of this Protocol the amount of tuna caught by Community vessels in Mozambican waters exceeds 18 000 tonnes, the financial compensation will be increased by 50 ECU per tonne caught above this quantitative limit.

3. The use to which this compensation is put shall be the sole competence of Mozambique.

4. The compensation shall be paid into an account opened at a financial institution or any other body designated by Mozambique.

#### *Article 3*

In the event of an increase in the availability of fishing possibilities then at the request of the Community the vessels' limits referred to in Article 1 (1) and (2) may be

increased. In this case, the financial compensation referred to in Article 2 shall be increased proportionally *pro rata temporis*.

#### Article 4

1. The Community shall also contribute, during the period referred to in Article 1, 600 000 ECU towards the financing of Mozambican scientific and technical programmes (equipment, infrastructure, etc.) to improve information on the fishery resources within the waters of Mozambique.

At the request of Mozambique, part of the amount not exceeding 60 000 ECU may be used to finance the expenses of participation in international conferences,

not necessarily related to the said scientific programme, destined to improve the knowledge of fisheries resources.

2. The competent Mozambican authorities shall send to the Commission a brief report on the utilization of the funds.

3. The Community's contribution to the scientific and technical programmes shall be paid into an account specified on each occasion by the Office of the Secretary of State for Fisheries.

#### Article 5

Should the Community fail to make the payments provided for in this Protocol, the Agreement on fishing may be suspended.

### ANNEX

#### Conditions for the pursuit of fishing activities in Mozambique's waters by Community vessels

##### A. Licence application and issuing formalities

The procedure for applications for, and issue of, the licences enabling Community vessels to fish in Mozambique's waters shall be as follows:

The relevant Community authorities shall present to the Secretary of State for Fisheries of the People's Republic of Mozambique, via the Delegation of the Commission in Mozambique, an application for each vessel that wishes to fish under this Agreement:

- for shrimp vessels before 1 August of each year,
- for tuna vessels at least 30 days before the date of commencement of the period of validity requested.

The applications shall be made on the forms provided for that purpose by Mozambique, a specimen of which is annexed hereto.

The licences will be delivered to vessel owners or to their representatives.

Licences must be held on board at all times.

##### I. PROVISIONS APPLICABLE TO SHRIMP VESSELS

(a) The licence fees are set as follows:

- 151 ECU/grt per year for vessels fishing exclusively for deep-water shrimps,
  - 266 ECU/grt per year for vessels fishing for shallow-water and deep-water shrimps,
- and have to be paid in four equal installments on the first day of each quarter for the current year.

At the request of either Party the licences fees may be reviewed by the Joint Committee referred to in Article 10 of the Agreement namely in the event of a change in grt.

Licences are valid for a period of one year or until the quantitative limits fixed under Article 1 of the Protocol are exhausted. Vessels shall be required to put in at the port of Maputo for the issuing of the licence. This port shall be the base port for fishing activities where each fishing campaign shall start and finish. All crustaceans caught beyond the quantitative limits stated in Article 1 of the Protocol shall be property of the Office of Secretary of State for Fisheries and shall be delivered free of charge in the base port.

- (b) All shrimp vessels authorized to fish under the Agreement in Mozambique's waters shall be obliged to forward to the Secretary of State for Fisheries at the end of each fishing campaign a daily catch report drawn up by the captain in accordance with the specimen annexed hereto.

Furthermore each vessels has to present a monthly report to the Secretary of State for Fisheries containing the quantity caught during the month and the quantities on board on the last day of the month. This report shall be presented no later than the last day of the month following the month concerned. Should this provision not be adhered to, Mozambique reserves the right to suspend the licence of the offending vessel until the formality has been complied with.

- (c) Each shrimp vessel fishing in Mozambican waters under the Agreement shall inform the radio station 'Radio Naval' on a daily basis of its geographical position. Shipowners shall be notified of the call sign at the time of delivery of the fishing licence.

Shrimp vessels may not leave the Mozambican waters without the previous authorization of the Secretary of State for Fisheries and after control of the fish on board.

## II. PROVISIONS APPLICABLE TO TUNA VESSELS

- (a) The fees shall be set at 20 ECU per tonne caught within Mozambique's waters.

- (b) Applications for licences for tuna vessels shall be issued following advance payment to Mozambique of a lump sum of 1 000 ECU a year for each tuna seiner, equivalent to the fees for 50 tonnes of tuna caught within Mozambique's waters per year. A provisional statement of the fees due for the fishing year shall be drawn up by the Commission of the European Communities at the end of each calendar year on the basis of the catch statements made by the shipowners and forwarded simultaneously to the Mozambican authorities and the Commission of the European Communities. the corresponding amount shall be paid by the shipowners to the Mozambican Treasury no later than 31 March of the following year. The final statement of the fees due in respect of a fishing year shall be drawn up jointly by the Commission of the European Communities and the Secretary of State for Fisheries of Mozambique, taking into account available scientific opinion, particularly of ORSTOM, the Spanish Institute of Oceanography (IEO) and the Institute of Fisheries Research (IIP), and any statistical data which can be gathered by an international fishing organization in the Indian Ocean. The shipowners shall be notified by the Commission of the European Communities of the statement and shall have 30 days in which to meet their financial obligations. If the amount of the sum due for actual fishing operations does not equal the advance payment, the corresponding outstanding sum shall not be recoverable by the shipowner.

- (c) Every three days during the fishing period in Mozambique's waters, the vessels shall communicate to the radio station at 'Radio Naval' their position and their catch. On entering and leaving Mozambique's waters, the vessels shall communicate to the radio station at 'Radio Naval' their position and the volume of the catches on board.

In addition, the captain shall complete a fishing log book, as annexed, for each fishing period in Mozambique's waters.

This form must be legible and be signed by the captain of the vessel and sent to the Secretary of State for Fisheries of the People's Republic of Mozambique via the Delegation of the Commission of the European Communities in Maputo as soon as possible after the fishing period within Mozambique's waters.

### B. Signing on of seamen

Shipowners who have been issued fishing licences may employ Mozambican nationals as fishermen.

The salary and social contribution shall be paid through a local agent designated by the Secretary of State for Fisheries of the People's Republic of Mozambique.

### C. Fishing zones

- (a) The fishing zones accessible to shrimp vessels shall comprise all waters under the sovereignty or the jurisdiction of the People's Republic of Mozambique south of 10°30' S and north of 26°30' S and beyond the first 12 nautical miles measured from the base lines.

- (b) The fishing zones accessible to tuna vessels shall comprise all waters under the sovereignty or the jurisdiction of the People's Republic of Mozambique south of 10° 30' S and north of 26° 30' S and outside the 200 metre isobath.

**D. Inspection and monitoring of fishing activities**

Any Community vessel fishing in Mozambique's waters shall allow on board, and assist in the accomplishment of his duties, any official of Mozambique responsible for inspection and monitoring.

**E. Change of gear**

Changes in fishing gear shall be submitted to the Office of the Secretary of State for Fisheries for authorization.

**F. Identification of shrimp vessels**

All shrimp vessels authorized under the Agreement to fish in the Mozambique's waters shall be identifiable by means of a registration number and identification number given by the Secretary of State for Fisheries.

**G. By-catches**

By-catches in the shrimp fisheries shall be landed at the port of Maputo destined for supply to the internal market, at a price fixed by the Secretary of State for Fisheries.

**H. Chemical additives**

Shrimp vessels shipowners are authorized to utilize only, for transformation purposes, those chemical additives authorized by Community legislation.

**I. Property of rare species**

All marine species for which preservation is justified due to rarity of the species or biological research and which are caught by a Community vessel authorized under the Agreement to fish in Mozambique's waters, shall be the property of the Office of the Secretary of State for Fisheries and therefore shall be delivered as soon as possible and in the best possible condition, to the Office of the Secretary of State for Fisheries at the port of Maputo free of charge.

**J. Transshipments of shrimps**

Transshipments, other than that between Community shrimp vessels, outside the base port are prohibited.

As far as transshipments which take place in the base port are concerned, they shall be authorized only under control by the Secretary of State for Fisheries.

**K. Taking on board of observers**

- (a) Each shrimp vessel shall take on board an observer designated by the the Secretary of State for Fisheries of the People's Republic of Mozambique; the observer shall be accorded the conditions enjoyed by officers of that vessel; the salary and the social contributions of the observer shall be borne by the Mozambican authorities; observers shall enjoy all facilities necessary for the performance of their duties including permanent access to fishing and navigation log books as well as navigation and communications equipment;

- (b) All Community vessels may be requested by the Mozambican authorities to take on board a biologist.

**L. Interdiction of fire arms**

Fire arms, including those intended for self defense purposes, shall be forbidden on all vessels authorized to fish in Mozambique's zone.

**M. Penalties**

Infringements shall be penalized as follows:

- payment of a fine of up to 100 000 ECU depending on the seriousness of the infringements for non-compliance with the provisions laid down in the Annex;
- non-renewal of fishing licence for failure to supply statements of catch.

Penalties not paid may lead to temporary seizure of the vessel concerned or any other vessel belonging to the same shipowner as a warranty for payment and to confiscation of the vessel without prejudice of the right of the shipowner to appeal to the relevant court.

**Application for a licence to  
FISH FOR SHRIMP  
in the waters of Mozambique**

**PART A**

1. Name of owner: .....
2. Nationality of owner: .....
3. Business address of owner: .....  
.....
4. Fishing quota requested:
  - (a) deep-water shrimp (tonnes): .....
  - (b) shallow-water and deep-water shrimp (tonnes): .....
5. Chemical additives which may be used (brand name and composition): .....  
.....

**PART B**

To be completed for each vessel.

1. Period of validity: .....
2. Name of vessel: .....
3. Year of construction: .....
4. Original flag country: .....
5. Currently flying the flag of: .....
6. Date of acquisition of current flag: .....
7. Year of acquisition: .....
8. Port and registration number: .....
9. Fishing method: .....
10. Gross registered tonnage: .....
11. Radio call sign: .....
12. Overall length (metres): .....
13. Bow (metres): .....
14. Depth (metres): .....

15. Construction material of the hull: .....
16. Engine power (BHP): .....
17. Speed (knots): .....
18. Cabine capacity: .....
19. Capacity of fuel tanks (m<sup>3</sup>): .....
20. Capacity of fish holds (m<sup>3</sup>): .....
21. Colour of the hull: .....
22. Colour of the superstructure: .....
23. Communication equipment on board:

Type	Brand	Power (Watt)	Year of construction	Frequencies	
				Reception	Transmission

24. Navigation and detection equipment installed:

Type	Brand	Model	Range

25. Name of captain: .....
26. Nationality of captain: .....

*To be annexed* : — three colour photographs of the vessel (side view),

— diagram and detailed description of fishing gear used,

— document giving proof of authority for the owner's representative to sign this application.

Date of application:

Signature of owner's representative:

**Application for a licence to  
FISH FOR TUNA  
in the waters of Mozambique**

**PART A**

1. Name of owner: .....
2. Nationality of owner: .....
3. Business address of owner: .....  
.....

**PART B**

To be completed for each vessel.

1. Period of validity: .....
2. Name of vessel: .....
3. Year of construction: .....
4. Original flag country: .....
5. Currently flying the flag of: .....
6. Date of acquisition of current flag: .....
7. Year of acquisition: .....
8. Port and registration number: .....
9. Fishing method: .....
10. Gross Registered Tonnage: .....
11. Radio call sign: .....
12. Overall length (metres): .....
13. Bow (metres): .....
14. Depth (metres): .....
15. Construction material of the hull: .....
16. Engine power (BHP): .....
17. Speeds (knots): .....
18. Cabin capacity: .....
19. Capacity of fuel tanks (m<sup>3</sup>): .....
20. Capacity of fish holds (m<sup>3</sup>): .....
21. Freezing capacity (tonnes/24 hours) and freezing system used: .....  
.....
22. Colour of the hull: .....



23. Colour of the superstructure: .....

24. Communication equipment on board:

Type	Brand	Model	Power (Watt)	Year of construction	Frequencies	
					Reception	Transmission

25. Navigation and detection equipment installed:

Type	Brand	Model

26. Auxiliary vessels used (for each vessel): .....

26.1. Gross registered tonnage: .....

26.2. Overall length (metres): .....

26.3. Bow (metres): .....

26.4. Depth (metres): .....

26.5. Construction material of the hull: .....

26.6. Engine Power (BHP): .....

26.7. Speed (knots): .....

27. Auxiliary aerial fish detection equipment (even if not based on board): .....

28. Home port: .....

29. Name of captain: .....

30. Nationality of captain: .....

*To be annexed:* — three colour photographs of the vessel (side view) and of auxiliary fishing vessel and of auxiliary aerial equipment for fish detection,  
— diagram and detailed description of fishing gear used,  
— document giving proof of authority for the owner's representative to sign this application.

Date of application:

Signature of owner's representative:

Tipo de Barco: ..... Nome do Barco: ..... Viagem Nº: .....  
 Assinatura da Capitão: ..... Data: ..... / ..... / .....

NÚMERO DO ARRASTO	1	2	3	4	5	6	7	8	OBSERVAÇÕES
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## CAPTURA DE CAMARÃO DE PROFUNDIDADE

[illegible][illegible]TOTAL DE CAMARÃO  
(PROFUNDIDADE)[illegible][illegible][illegible]

CHOCOS E LULAS (kg)								
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## CAPTURA DE CAMARÃO COSTEIRO

[illegible][illegible][illegible]

TOTAL DE CAMARÃO (COSTEIRO)
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MODALIDADE DE PESCA (FISHING MODALITIES)
<input type="checkbox"/> PALANGRE (LONGLINE)
<input type="checkbox"/> ISCO VIVO (BAITBOAT)
<input type="checkbox"/> REDE DE CERCO (PURSE SEINE)
<input type="checkbox"/> CORRICO (TROL) (TROLLING)
<input type="checkbox"/> OUTROS (OTHERS)

NOME DO NAVIO (VESSEL NAME)		TONELAGEM ARQUEAÇÃO BRUTA ..... t		CORRICO (TROLL) ..... OUTROS (OTHERS) .....	
NACIONALIDADE (FLAG COUNTRY)		CAPACIDADE (TM) (CAPACITY - TM)		DIA (DAY)	
N° DE REGISTO		CAPITÃO ou MESTRE (CAPTAIN)		ANO (YEAR)	
ARMADOR ou AFREITADOR (COMPANY of OWNER)		N° DE TRIPLULANTES (N° of CREW)		MES (MONTH)	
ENDEREÇO (ADDRESS)		DATA DE COMUNICAÇÃO (REPORTING DATE)		SAÍDA (BOAT LEFT)	
		COMUNICADO POR: (REPORTED BY)		CHEGADA (BOAT RETURNED)	
				N° DE DIAS NO MAR (N° of DAYS AT SEA)	
				N° DE DIAS DE PESCA (N° of fishing days)	
				N° DE LANÇOS EFECTUADOS (N° of sets made)	
				N° DE VIAGEM (TRIP NUMBER)	

[illegible]

1 - No fim de cada viagem enviar uma cópia do Diário de Pesca ao Departamento de Cooperação Internacional. Av. Mao Tse Tung, 250, 15° - MAPUTO - Telex. 744170/742650 - Telex 6-491 PEIXMO

At the end of each trip forward a copy of the log to Department of International Cooperation Av. Mao Tse Tung, 250, B° - MAPUTO - Telex. 744170/742650 - Telex 6-497 PEIXMO

2 - "ÁREA" significa a posição da operação, com arredondamento dos minutos e registrando graus de latitude e longitude.  
(Fishing area refers to the position of the set. Round off minutes and record degrees of latitude and longitude.)

3 - A última linha «Quantidade descarregada» deve ser preenchida só no fim da viagem. Deve ser registado o peso real na altura da descarga.

(The bottom line «loading weight» should be completed only at the end of the trip. Actual weight at the time of unloading should be recorded.)

4 - Toda a informação aqui registrada será montida estritamente confidencial.

(All information reported herein will be kept strictly confidential!)

## AGREEMENT

**in the form of an Exchange of Letters concerning the provisional application of the Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fishing off the coast of Mozambique, initialled in Brussels on 11 December 1986, for the period starting 1 January 1987**

*A. Letter from the Government of the People's Republic of Mozambique*

Sir,

With reference to the draft Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fishing off the coast of Mozambique, initialled in Brussels on 11 December 1986, I have the honour to inform you that the Government of the People's Republic of Mozambique is ready to apply this Agreement on a provisional basis, with effect from 1 January 1987, until its entry into force in accordance with Article 16 of the said Agreement, provided that the European Economic Community is disposed to do the same.

This is on the understanding that payment of the first installment equal to one third of the financial compensation specified in the Agreement is to be effected by 31 March 1987.

I should be obliged if you would confirm the European Economic Community's agreement to such provisional application.

Please accept, Sir, the assurance of my highest consideration.

*For the Government of  
the People's Republic of Mozambique*

B. *Letter from the European Economic Community*

Sir,

I am in receipt of your letter of today's date, which reads as follows:

'With reference to the draft Agreement between the European Economic Community and the Government of the People's Republic of Mozambique on fishing off the coast of Mozambique, initialled in Brussels on 11 December 1986, I have the honour to inform you that the Government of the People's Republic of Mozambique is ready to apply this Agreement on a provisional basis, with effect from 1 January 1987, until its entry into force in accordance with Article 16 of the said Agreement, provided that the European Economic Community is disposed to do the same.

This is on the understanding that payment of the first installment equal to one third of the financial compensation specified in the Agreement is to be effected by 31 March 1987.

I should be obliged if you would confirm the European Economic Community's agreement to such provisional application.'

I have the honour to confirm the European Economic Community's agreement to this provisional application of the Agreement.

Please accept, Sir, the assurance of my highest consideration.

*For the European Economic Community*

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